

Although the property of a lunatic cannot, either by a court of common law or equity, be removed beyond the reach of his credi-

to the said British subject before the war. No defence was made, but judgment was entered up in the usual way, to be released upon payment, say of £400, with interest from the date of the bond and costs. Since Brown's death, some of his creditors have obtained a decree, in this court, for the sale of his lands for the payment of his debts. The land hath actually been sold by William Richmond, trustee. And now the said Jonas Chapman, not only claims a preference on account of his judgment, but insists that there shall be no suspension of interest for the time during which the war between the United States and Great Britain was carried on. On the part of the other creditors it is insisted, that interest is due on the said judgment only from the date of the bond to the commencement of the war, viz. to the — day of — 1775 to the end of the war, viz. from the — day of September, 1783.

In various cases of claims exhibited in this court by British creditors against citizens of this state, the Chancellor has directed a suspension of interest during the said war; and indeed the parties have never claimed it. This is the only case in which the point has been made; and as it is a question of law, which probably may come before the General Court in some other case, he takes the liberty of requesting the honourable the judges of the said court to favour him with their opinion on the subject.

On the 7th of October, 1803, the Chancellor again, by an order, asked the opinion of the judges of the General Court; but nothing further appears to have been done in the matter. By the act of 1806, ch. 55, s. 2, the Chancellor may require the opinion of the chief judge of the third judicial district on any question of law, &c.

BOUCHER v. BRADFORD.—This bill was filed on the 18th of February, 1789, by John T. Boucher and others against Eleanor Bradford and others, the administratrix and the infant heirs of Henry Bradford, deceased. It states, that the deceased was indebted to the plaintiffs as therein specified; that his personal estate was insufficient to pay his debts; and that he left real estate which could not be made answerable for the satisfaction of the said claims during the minority of the said infants, but by the aid of this court, &c. Prayer that the realty might be sold, &c. The defendants answered, after which the case was brought before the court.

20th June, 1793.—**HANSON, Chancellor.**—*Decreed*, that the real estate of the said Henry Bradford, deceased, which hath descended from him, or by him been devised to the defendants, his heirs, be sold for the payment of his just debts; it appearing to the Chancellor, that his personal estate is insufficient for that purpose; and several of the claims of the plaintiffs being established to the Chancellor's satisfaction, &c. &c., the purchaser giving bond with good security to the trustee as such, &c. &c.

KILTY v. BROWN.—This was a creditor's bill, filed on the 7th of January, 1807—William Kilty, the then Chancellor, being the only plaintiff and originally suing creditor, the bill was, according to the act of 1805, ch. 65, s. 19, addressed to the chief judge of the third judicial district. The bill stated that John Brown, deceased, was indebted to the plaintiff on several claims, one of which was 'on a note executed by the said John Brown, with Rinaldo Johnson as his security, to Nathaniel Washington, for the sum of sixty-seven pounds, current money, bearing date the fifteenth day of December, seventeen hundred and ninety-eight; which note was assigned by the said Nathaniel Washington to this plaintiff;' and that the personal estate of the deceased was insufficient to pay his debts—whereupon it was prayed that the real estate might be sold, &c.